



METROPOLITAN
TRANSPORTATION
COMMISSION

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Executive Director

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Deputy Executive Director, Policy

Andrew B. Fremier
Deputy Executive Director, Operations

April 22, 2011

REQUEST FOR QUALIFICATIONS

Translation/Interpretation Services Letter of Invitation

Dear Consultant:

The Metropolitan Transportation Commission (MTC) invites your firm to submit a Statement of Qualifications (SOQ) to provide translation and interpreter services for a broad range of projects aimed at improving MTC's public outreach and involvement with communities with Limited English Proficiency (LEP) in the nine-county San Francisco Bay Area. The selected Consultant(s) will be expected to be able to provide translation and interpreter services for, at minimum, Spanish, Chinese and/or Vietnamese speaking communities. Additional language translation/interpretation services may be requested that reflect the diverse languages spoken throughout the nine-county San Francisco Bay Area, including, but not limited to, Tagalog, Hindi, Korean, Russian, Persian, French, or Japanese.

MTC intends to enter into one or more one-year contracts (with the potential, at MTC's option, for four one-year extensions) for translation and interpreter services with the Consultant(s) selected through this Request for Qualifications (RFQ). Multiple Consultants may be selected to accommodate the range of languages needed by MTC. Consultants may submit an SOQ for translation/interpreter services for one or more languages.

This letter and its enclosures constitute the RFQ for this project. Responses to the RFQ should be submitted in accordance with the instructions set forth in this RFQ. Any addenda to this RFQ that may be issued by MTC will be posted at <http://www.mtc.ca.gov/jobs/>; it is the proposer's responsibility to check for addenda to this RFQ and comply with new or revised requirements that may be stated therein.

I. SOQ Due Date

Interested firms must submit an original and one (1) copy, as well as one (1) electronic PDF copy, of their SOQ by 4:00 p.m., Thursday, May 12, 2011. ***Any SOQ received after that date and time will not be considered.***

Submitted SOQs will be considered firm offers to enter into a contract to perform the work in connection with this RFQ for a period of one hundred twenty (120) days from their submission.

II. MTC Point of Contact

Leslie Lara will be MTC's Project Manager and point of contact for this contract. SOQ and all inquiries relating to this RFQ should be submitted to Leslie Lara, Project Manager, at the address shown on the following page. For telephone inquiries, call (510) 817-5813. E-mail inquiries may be directed to llara@mtc.ca.gov.

Leslie Lara-Enriquez, Public Information
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

III. Background

The Metropolitan Transportation Commission (MTC) was created by the State Legislature in 1970 to provide comprehensive transportation planning for the nine counties that comprise the San Francisco Bay Area: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma. In carrying out its duties, MTC works collaboratively with others who have an interest in Bay Area transportation issues, including agencies and jurisdictions at the local, state and federal level, private-sector organizations, community groups, and members of the general public.

On August 11, 2000, President Clinton signed Executive Order 13166, which requires federal agencies, and agencies that receive federal funds to implement measures to ensure that people with limited proficiency of the English language have meaningful access to federally conducted and federally funded programs and activities, consistent with Title VI of the Civil Rights Act of 1964. As such, MTC works to ensure that all persons have meaningful access to its programs, services, and information, free of charge.

IV. Project Description

MTC works to improve its public outreach and involvement with LEP communities throughout the nine county San Francisco Bay Area. As a matter of course, MTC commits to the translation of vital documents into Spanish and Chinese at a minimum; however, MTC will tailor county-based public participation activities to reflect the unique LEP population in each county. Through this RFQ, MTC intends to provide accurate, high quality and culturally sensitive translations in order to more actively involve bilingual and multilingual communities in MTC's key decisions and actions.

V. Minimum Qualifications

To be eligible for SOQ evaluation, firms must demonstrate that they meet the following minimum qualifications for both translation services and interpreter services:

For Translation Services

- Ability to provide accurate, quality written translations in Spanish, Chinese (understandable in both Cantonese and Mandarin), and/or Vietnamese.

- Sufficient staff resources to work on multiple projects at the same time.
- Must be able to accept Adobe Creative Suite 4 files, including InDesign, Photoshop, Illustrator, Acrobat, etc.; Quark Xpress 8 files; and Microsoft Word files, as well as maintain graphic images (graphics) while inserting translated text. Ability to perform graphic design services (formatting and typesetting) in Adobe Creative Suite 4, Quark Xpress 8 and Microsoft Word in order to format translated materials into layouts similar to those of the English version.
- Capability to deliver translated files to MTC in a PDF format and in Adobe Creative Suite 4, Quark Xpress 8 or Microsoft Word (depending on how the files were originally sent to the consultant) so that MTC can make edits to the files.
- Capability of 24-hour turnaround for written translations of 1,000 words or less, and capability of same-day turnaround for written translations of 500 words or less.

For Interpreter Services

- Ability to provide accurate, fluent interpreter services in Spanish, Chinese (Cantonese and/or Mandarin), or Vietnamese.
- Knowledge of and sensitivity to the cultural diversity of the targeted LEP group(s) of the nine-county San Francisco Bay Area.
- Local presence in the nine San Francisco Bay Area counties.
- Sufficient staff resources to work on multiple projects at the same time.
- Ability to provide simultaneous translation equipment (headphones, etc.).

VI. Supplemental Qualifications Relevant to Both Translation and Interpreter Services (Desired)

In addition to the above minimum qualifications, the following factors are desirable and will be considered in the evaluation of proposals:

- Knowledge of transportation terminology.
- Specific knowledge of, and expertise in, providing interpretations/translations to and from languages in addition to Spanish, Chinese and Vietnamese that are widely spoken in the nine-county San Francisco Bay Area including, but not limited to, Tagalog, Hindi, Korean, Russian, Persian, French, or Japanese.

VII. Scope of Work, Budget, and Schedule

Actual assignments will depend upon the nature of assistance required. Typically, with respect to translation services, the selected Consultant(s) will be called upon to provide accurate, high quality translations for use in printed materials such as, but not limited to, reports, brochures, memoranda, advertisements, press releases, display ads, and/or letters; as well as electronic media such as electronic mailings and/or content for MTC's Web sites. If available, material to be translated will be provided to the selected Consultant(s) in an electronic format.

With respect to interpreter services, the selected Consultant(s) may be required to provide translators/interpreters to attend public workshops, community meetings, and/or public forums held within the nine San Francisco Bay Area counties. Meetings may be scheduled during normal work hours or in the evening. MTC also may request translation/interpretation services during standing committee meetings of the Commission. A schedule of standing committee meetings is posted on MTC's Web site (<http://www.mtc.ca.gov/meetings/schedule/>).

MTC asks members of the public for three to five day advance notice when requesting interpreter services. As such, the selected Consultant(s) may be asked to provide interpreter services on short notice, including as late as one day before an event/meeting. Furthermore, depending on the size of the meeting, interpreters may be required to work with or without translation equipment such as headphones.

MTC intends to enter into contract(s) with each selected firm for the term of July 1, 2011 through June 30, 2012. At MTC's sole option, the contract(s) may be renewed for up to four additional one-year terms each. However, the contract(s) between MTC and selected Consultant(s) will not commit MTC to awarding any particular project or number of projects to the selected Consultant(s). The estimated total budget for the initial term of the contract(s) is \$25,000. Additional amounts for future years will be based on future MTC budgets.

VIII. Pre-Proposal Questions and Exceptions

Any requests for clarification, or questions regarding RFQ requirements, or requests for clarifications or exceptions to RFQ provisions must be received by MTC no later than 4 p.m., May 2, 2011, to guarantee response or consideration. Proposers are required to submit such requests on the form provided in Appendix D, *Requests for Exceptions or Modifications*. Contact the MTC Project Manager for an electronic copy of Appendix D.

Any addenda released for this RFQ and responses to questions will be published on MTC's Web site, www.mtc.ca.gov. No e-mail transmissions of any addenda will be provided. The Proposer is responsible for checking the Web site for any addenda and responses to questions released.

IX. Form of Statement of Qualifications

Sections that must be included in each SOQ are described below. Proposers are encouraged to print double-sided copies to save paper.

1. **Transmittal letter** — a transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm. The transmittal letter should refer to this RFQ by title and date, and should include the name, telephone number and e-mail address of a contact person, if different from the signatory. The letter should indicate that the SOQ is a firm offer to enter into a contract to perform work related to this RFQ for a period of one hundred twenty (120) days from SOQ submission. The transmittal letter shall clearly indicate in what language(s) the Consultant can provide translation and interpreter services (for Chinese interpretation services, specify Mandarin and/or Cantonese).
2. **Firm qualifications** — a detailed statement demonstrating the consultant's compliance with the ten (10) minimum qualifications described above in Section V, for translation *and* interpreter services; a detailed statement of the qualifications and relevant experience of the consultant firm related to any supplemental qualifications described in this RFQ; and the

names and qualifications of key personnel, including detailed discussion of areas of their expertise. (Resumes may also be attached.)

3. **Translation work sample** — at least one sample of a written publication translated from English by the consultant for each of the languages in which the Consultant has expertise.
4. **References** — a list of references attesting to the Consultant's experience in performing translation and interpretation work substantially similar to the services covered by this RFQ, along with the name, telephone number, and e-mail address of a contact person for each reference.
5. **Costs & Turnaround Times** — use Appendix A, *Proposal Bid Form*, to list Consultant costs for written translation services; graphics work associated with the written translations, including formatting and typesetting; oral interpreter services; charges for rush assignments; as well as any other expenses that would be passed on to MTC in projects of this nature. Also, use the form to describe the Consultant's regular turn-around time for providing translations, interpretations, and graphics/formatting and typesetting services.
6. **California Levine Act Statement** — Submit a signed Levine Act statement, Appendix B.
7. **Insurance Provisions Document** — Submit a signed Insurance Provisions Document, Appendix C-1.

X. Evaluation Factors

The Project Manager, in consultation with the MTC Office of General Counsel, will conduct an initial review of the SOQs for responsiveness to ensure that each SOQ meets the minimum qualifications set out in Section V, Minimum Qualifications. Proposers failing to meet the minimum qualifications will not be considered responsive. Also, any SOQ that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive and will not be evaluated. An SOQ that fails to include one or more items requested in Section IX, Form of Statement of Qualifications may be considered responsive, if evaluation in every criterion is possible. **MTC reserves the right to request additional information from responsive proposers prior to evaluation.**

A selection panel comprised of MTC staff will then evaluate the responsive SOQs meeting the minimum qualifications based on the criteria listed below, in descending order of relative importance.

- Capability and experience of proposer and key personnel in relation to minimum qualifications;
- Capability and experience of proposer and key personnel in relation to supplemental qualifications;
- The ability to provide accurate translation, be it orally or in writing, based on sample(s) and references; and
- Cost to MTC.

Proposals will be evaluated separately for the translation portion of the work and for the interpreter services portion of the work. Different firms may be selected for translation and/or interpreter services in Spanish, Chinese and/or Vietnamese. However, one firm may be chosen to provide all portions of the work, depending on what is most advantageous to MTC, based on the evaluation criteria.

Following the evaluation, the panel may elect to recommend award to one or more Consultants or may develop a “short list” of Consultants with a reasonable likelihood of being awarded a Contract for interviews. References may be checked for one or more of such short-listed firms prior to final evaluation.

MTC reserves the right to not convene interviews and to make an award on the basis of written SOQs, alone. Further, MTC reserves the right to accept or reject any and all submitted SOQs, to waive minor irregularities, and to request additional information from the firms at any stage of the evaluation. Any awards made will be to firm(s) whose Statement of Qualifications is the most advantageous to MTC, based on the evaluation criteria outlined above.

The selection panel will recommend one or more firms to the Executive Director. If he agrees with the recommendation, he will request the approval of the Administration Committee.

XI. Consultant Selection Timetable

4:00 p.m., Monday, May 2, 2011	Closing date and time for receipt of requests for clarification/exceptions (Appendix D)
No later than three (3) working days prior to the date proposals are due.	Deadline for protesting RFQ provisions
4:00 p.m., Thursday, May 12, 2011	Closing date and time for receipt of Statements of Qualifications
Thursday, May 19, 2011 & Friday, May 20, 2011	Interviews at MTC’s offices, if necessary
Wednesday, June 8, 2011	MTC Administration Committee approval

XII. Selection Disputes

A firm may object to a provision of the RFQ on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Consultant on the grounds that MTC procedures, the provisions of the RFQ or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

1. No later than three (3) working days prior to the date SOQs are due, for objections to RFQ provisions; or
2. No later than three (3) working days after the date the firm/team is notified that it did not meet the minimum qualification, or was found to be non-responsive; or

3. No later than three (3) working days after the date on which the contract is authorized by the MTC Administration Committee or the date the firm is notified that it was not selected, whichever is later, for objections to consultant selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the MTC Administration Committee authorizes award.

Protests must clearly and specifically describe the basis for the protest in sufficient detail for the MTC review officer to recommend a resolution to the Executive Director. The Executive Director will respond to the protest in writing, based on the recommendation of a MTC review officer. Authorization to award a contract to a particular firm by the MTC Administration Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the protesting proposer wish to appeal the decision of the Executive Director, it may file a written appeal with the MTC Administration Committee, no later than three (3) working days after receipt of the written response from the Executive Director. The Administration Committee's decision will be the final agency decision.

XIII. General Conditions

MTC will not reimburse any firm for costs related to preparing and submitting an SOQ.

All materials submitted by proposers are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt.

A synopsis of MTC's contract provisions is enclosed for your reference as Appendix C, *Synopsis of Provisions in MTC's Standard Letter Agreement*. If a proposer wishes to propose a change to any standard MTC contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is requested, the Consultant will be deemed to accept MTC's standard contract provisions, unless such language is protested in accordance with the procedures listed above.

The selected Consultant will be required to maintain insurance coverage, during the term of the contract, at the levels described in Appendix C-1, *Insurance Requirements*. Consultant agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in Appendix C-1, *Insurance Requirements*, within five (5) days of MTC's notice to firm that it is the successful proposer.

Requests to change MTC's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. MTC will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to MTC determinations on requests to change insurance requirements must be brought to MTC's attention no later than the date for protesting RFQ provisions above. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFQ, compliance with all material insurance requirements will be assumed.

XIV. Organizational Conflicts Of Interest

Proposer shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under the Agreement resulting from this and other MTC solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to MTC; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Project. Whenever MTC is awarding a contract that involves the rendering of advice, it will consider whether there exists the potential for bias, because of other activities, relationships or contracts of the Consultant, and if so, whether any potential bias can be mitigated acceptably by MTC and the Consultant.


Proposer shall not engage the services of any subcontractor or independent contractor on any work related to this Agreement if the subcontractor or independent contractor, or any employee of the subcontractor or independent contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.


XV. Authority to Commit MTC

Based on an evaluation conducted by the selection panel, the Executive Director will recommend one or more Consultants to the MTC Administration Committee, which will commit to the expenditure of funds in connection with this RFQ.

Thank you for your participation.

Sincerely,



 Steve Heminger
Executive Director

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APPENDIX A PROPOSAL BID FORM

I. Translation Services

Language	Spanish	Chinese	Vietnamese	Other (specify):	Other (specify):
Price per word					
Standard turnaround time (indicate if this varies by length of document)					
For 24-hour turnaround, price per word, up to 1,000 words					
For same-day turnaround, price per word, up to 500 words					
Describe additional rush charges, if applicable					

II. Other Cost Considerations

Explain any other cost considerations for translation services.

APPENDIX A
PROPOSAL BID FORM *(continued)*

IV. Graphics Work *(Graphic design services, formatting and typesetting, price per hour)*

Explain costs associated with graphic layout needs described under Minimum Qualifications (Section III) for translation services (i.e., costs to format translated materials into layouts similar to those of the English version).

IV. Oral Interpreter Services

Language	Spanish	Chinese (specify Cantonese or Mandarin)	Vietnamese	Other (specify):	Other (specify):
Cost per hour					
Indicate minimum charge per assignment, if applicable					
Travel/Mileage Charges					

V. Other Cost Considerations

Indicate any other cost considerations for oral interpreter services

APPENDIX A
PROPOSAL BID FORM *(continued)*

VI. Simultaneous Interpreting Equipment

Indicate charges for providing simultaneous translation equipment (headphones, etc) necessary for simultaneous interpreting at a meeting.

VII. Signature

Firm Name	
Address	
City, State, Zip Code	
Phone Number	
Email	
By signing below you acknowledge and agree to provide the required services, and comply with all the terms and conditions (including all applicable insurance requirements) listed in this RFQ.	
Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	

APPENDIX B
CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC’s commissioners include:

Tom Azumbrado
Tom Bates
Dave Cortese
Bill Dodd
Dorene M. Giacopini
Federal D. Glover

Mark Green
Scott Haggerty
Anne W. Halsted
Steve Kinsey
Sam Liccardo
Jake Mackenzie

Kevin Mullin
Amy Rein Worth
Jon Rubin
Bijan Sartipi
James P. Spering
Adrienne J. Tissier

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

☐ YES ☐ NO

If yes, please identify the commissioner: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

☐ YES ☐ NO

If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

APPENDIX C SYNOPSIS OF PROVISIONS IN MTC'S STANDARD CONSULTANT AGREEMENT

The selected consultant will be required to sign MTC's standard consultant agreement, a copy of which standard agreement may be obtained from the Project Manager for this RFQ. In order to provide bidders with an understanding of some of MTC's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. **THE ACTUAL LANGUAGE OF THE STANDARD CONSULTANT AGREEMENT SUPERSEDES THIS SYNOPSIS.**

Termination: MTC may, at any time, terminate the Agreement upon written notice to Consultant. Upon termination, MTC will reimburse the Consultant for its costs for incomplete deliverables up to the date of termination. Upon payment, MTC will be under no further obligation to the Consultant. If the Consultant fails to perform as specified in the agreement, MTC may terminate the agreement for default by written notice following a period of cure, and the Consultant is then entitled only to compensation for costs incurred for work products acceptable to MTC, less the costs to MTC of rebidding.

Insurance Requirement: See *Appendix C-1, Insurance Requirements*, attached hereto.

Independent Contractor: Consultant is an independent contractor and has no authority to contract or enter into any other agreement in the name of MTC. Consultant shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

Indemnification: Consultant agrees to defend, indemnify and hold MTC harmless from all claims, damages, liability, and expenses resulting from any negligent or otherwise wrongful act or omission of Consultant in connection with the agreement. Consultant agrees to defend any and all claims, lawsuits or other legal proceedings brought against MTC arising out of such negligent or wrongful acts or omissions. The Consultant shall pay the full cost of the defense and any resulting judgments.

Data Furnished by MTC: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC Data") made available to the Consultant by MTC for use by the Consultant in the performance of its services under this Agreement shall remain the property of MTC and shall be returned to MTC at the completion or termination of this Agreement. No license to such MTC Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant's use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by the Consultant in the context of the Project shall be the property of MTC.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("Work Product") written or produced by the Consultant under this Agreement and provided to MTC as a deliverable shall be the property of MTC. Consultant will be required to assign all rights in copyright to such Work Product to MTC.

Personnel and Level of Effort: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No substitution of personnel or substantial decrease of hours will be allowed without prior written approval of MTC.

Subcontracts: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of MTC. MTC is under no obligation to any subcontractors.

Consultant's Records: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to MTC for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of MTC can have any interest in this agreement or its proceeds and Consultant may not have any interest which conflicts with its performance under this Agreement.

Governing Law. The Agreement shall be governed by the laws of the State of California.

APPENDIX C-1 INSURANCE REQUIREMENTS

Minimum Insurance Coverages. CONSULTANT shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-X or better.

Yes (✓)	Please certify by checking the boxes at left that required coverages will be provided within five (5) days of MTC's notice to firm that it is the successful proposer.
—	<u>Workers' Compensation Insurance</u> in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor with no employees.
—	<u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONSULTANT and CONSULTANT's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnitee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form. MTC, its directors, commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.
—	<u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by CONSULTANT and CONSULTANT's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.
—	<u>Umbrella Insurance</u> in the amount of \$1,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance.
—	<u>Errors and Omissions Professional Liability Insurance</u> (if applicable) in an amount no less than \$1,000,000. If such policy is written on a "Claims-Made" (rather than an "occurrence") basis, CONSULTANT agrees to maintain continuous coverage in effect from the date of the commencement of services to at least three (3) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer. The

	policy shall provide coverage for all work performed by the CONSULTANT and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the CONSULTANT. No contract or agreement between the CONSULTANT and any subcontractor/consultant shall relieve the CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by the CONSULTANT and any subcontractor/consultant working on behalf of the CONSULTANT on the project.
_____	<u>Property Insurance</u> covering CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC. If such insurance coverage has a deductible, the CONSULTANT shall also be liable for the deductible.
<p>Deductibles: Any deductibles or self-insurance retentions over \$100,000 are subject to the approval of MTC.</p> <p>Notice of Termination: All CONSULTANT policies shall provide that the insurance carrier shall give written notice to MTC at least 60 days prior to cancellation, non-renewal or material change of coverage in the policy or policies, and shall provide notice of such change to MTC and any other additional insured.</p> <p>Additional Provisions: Each policy or policies of insurance described in <u>Commercial General Liability Insurance</u>, above shall contain the following provisions:</p> <ul style="list-style-type: none"> • Inclusion of MTC, its commissioners, officers, representatives, agents and employees, as additional insured's with respect to work or operations in connection with this Agreement. • Endorsement providing that such insurance is primary insurance and no insurance of MTC will be called on to contribute to a loss. <p>Certificates of Insurance: Promptly on execution of this Agreement and prior to commencement of any work hereunder, CONSULTANT shall deliver to MTC Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof. CONSULTANT agrees, upon written request by MTC, to furnish copies of such policies or endorsements required under the Agreement prior to the Effective Date of the Agreement.</p> <p>Disclaimer: The foregoing requirements as to the types of limits of insurance coverage to be maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant hereto, including, but not limited to, liability assumed pursuant to <i>Appendix C</i>, Indemnification.</p> <p>Subcontractor's Insurance: CONSULTANT shall require each of its subcontractors to provide the aforementioned coverages, unless such coverages are waived or reduced in writing by the MTC Project Manager.</p>	

By signing below, you acknowledge and agree to provide the required certificate of

insurance providing verification of the minimum insurance requirements listed above within five (5) days of MTC's notice to firm that it is the successful proposer.

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC's attention no later than the date for protesting RFQ provisions. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFQ, compliance with the insurance requirements will be assumed.

APPENDIX D
REQUESTS FOR EXCEPTIONS OR MODIFICATIONS

<i>RFQ Section</i>	<i>Relevant Provision</i>	<i>Requested Action</i>
	1.	
	2.	
	3.	
	4.	
	5.	
	6.	
	7.	
	8.	
	9.	
	10.	